

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
NCCM Company, LLC	01/29/2009

RECEIVING PARTY DATA	
Name:	3M Company
Street Address:	3M Center
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55144
Name:	3M Innovative Properties Company
Street Address:	405 Second Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55401

PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6042918
Patent Number:	7249004
Patent Number:	6300261

CORRESPONDENCE DATA	
Fax Number:	(612)766-1600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-766-8016
Email:	jkane@faegre.com
Correspondent Name:	Faegre & Benson LLP, Attn: Jill Kane
Address Line 1:	90 South 7th Street
Address Line 2:	2200 Wells Fargo Center

OP \$120.00 6042918

Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:

23286-347440

NAME OF SUBMITTER:

Jill Kane

**Total Attachments: 4**

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**PATENT SECURITY AGREEMENT**

This Agreement is made as of January 29, 2009 by and between NCCM Company, LLC, a Wisconsin limited liability company (the "Debtor"), and 3M Company, a Delaware corporation and 3M Innovative Properties Company, a Delaware corporation (collectively referred to as the "Secured Party").

WHEREAS, pursuant to an Asset Purchase and Licensing Agreement (the "Asset Purchase Agreement") of even date herewith between the Debtor and the Secured Party, the Secured Party has agreed to make certain financial accommodations to the Debtor.

WHEREAS, as a condition to making such financial accommodations under the Asset Purchase Agreement, the Secured Party and the Debtor have entered into that certain Security Agreement (the "Security Agreement"), of even date herewith, pursuant to which the Debtor has granted to Secured Party a security interest in and to the Collateral (as defined in the Security Agreement).

WHEREAS, to further evidence the security interest granted pursuant to the Security Agreement, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**1. Definitions.**

All terms defined in the Security Agreement that are not otherwise defined herein shall have the meanings given them in the Security Agreement.

**2. Security Interest.**

The Debtor hereby grants the Secured Party a security interest in the following, whether presently existing or hereafter created or acquired:

each pending patent application and patent which the Debtor owns, controls or has a right to have assigned to it, including, without limitation, those listed on Schedule A annexed hereto (together with any reissues, divisions, continuations, renewals, extensions or continuations-in-part thereof) and all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement, including, without limitation, the patents listed on Schedule A annexed hereto and any patents issued with respect to the patent applications (if any) listed on Schedule A (collectively, the "Patent Collateral").

**3. Covenants.**

If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patent Collateral not listed on Schedule A, or if Schedule A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patent Collateral, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Schedule A, which upon acceptance by the Secured Party shall become part of this Agreement.

The Debtor will not abandon or fail to pay any maintenance fee or annuity due and payable on any Patent Collateral, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (A) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patent Collateral, or to file any affidavit or renewal with respect thereto, and (B) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

**4. Relationship to Main Security Agreement.**

The security interest under this Agreement is granted in conjunction with the Security Interest granted to Secured Party pursuant to the Security Agreement and, except with respect to the covenants in Section 3, is not intended to increase the rights of Secured Party or the obligations of Debtor beyond the rights and obligations contained in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \* \* \*

[Signature page to follow]

The parties hereto have executed this Patent Security Agreement as of the date first written above.

**NCCM COMPANY, LLC**

By: 

Name: Brent D. Niccum  
Title: President

**3M COMPANY**

By: 

Name: Christopher D. Holmes  
Title: Vice President

**3M INNOVATIVE PROPERTIES COMPANY**

By: 

Name: Robert W. Sprague  
Title: Secretary

## SCHEDULE A

Country Name	Title	App Number	Filing Date	Patent Number	Issue Date
United States of America	Surface Conditioning Articles and Process for Making Same	08/650391	20-May-1996	6042918	28-Mar-2000
Germany	Surface Conditioning Articles and Process for Making Same	96932270.0	19-Sep-1996	69612764.4	09-May-2001
European Patent Convention	Surface Conditioning Articles and Process for Making Same	96932270.0	19-Sep-1996	0900296	09-May-2001
France	Surface Conditioning Articles and Process for Making Same	96932270.0	19-Sep-1996	0900296	09-May-2001
Great Britain	Surface Conditioning Articles and Process for Making Same	96932270.0	19-Sep-1996	0900296	09-May-2001
United States of America	Mill Roll Analysis System	10/376727	28-Feb-2003	7249004	24-Jul-2007
Germany	Self-Healing Articles Resistant to Oxidizing Agents	99952014.1	14-Oct-1999	69902811.6	04-Sep-2002
European Patent Convention	Self-Healing Articles Resistant to Oxidizing Agents	99952014.1	14-Oct-1999	1135220	04-Sep-2002
France	Self-Healing Articles Resistant to Oxidizing Agents	99952014.1	14-Oct-1999	1135220	04-Sep-2002
Great Britain	Self-Healing Articles Resistant to Oxidizing Agents	99952014.1	14-Oct-1999	1135220	04-Sep-2002
United States of America	Self-Healing Articles Resistant to Oxidizing Agents	09/197132	20-Nov-1998	6300261	09-Oct-2001
Country Name	Title	App Number	Filing Date	Patent Number	Issue Date

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3M 495029v1

**RECORDED: 01/29/2009**

**PATENT  
REEL: 022162 FRAME: 0997**